

April 29, 2009

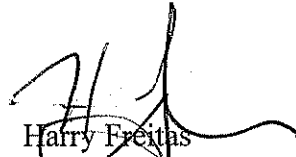
**ADDENDUM NO. 1
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TERMINAL B APRON RECONSTRUCTION PHASE 1 PROJECT**

Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport – Terminal B Apron Reconstruction Phase 1 Project.

A. SPECIFICATIONS

1. The Specification Section titled "Notice to Contractors" shall be replaced in its entirety with the attached document. The specific changes include:
 - A new paragraph, entitled "Project Labor Agreement" has been added to this Section.
 - Pre-bid conference location has been specified.
2. "Bid Item #7, Pay Item P-101-5.2: Contractor Supplied Engineer's Equipment" shall be REVOCABLE.
3. The attached document entitled "Agreement to be Bound" shall be appended to the Contract Documents after the document "Contractor's Payment Bond".
4. The Specification Section titled "Special Provisions No. 1" shall be replaced in its entirety with the attached document. The specific changes include:
 - "Issue Date: April 4, 2006" on page 3 has been deleted
 - Section 20-5, "Erosion Control" on page 7 has been deleted
 - "Potential Acceleration" on page 8 has been assigned to Section 9-1.04A
 - A new paragraph, entitled "Project Labor Agreement" has been added.

Approved by:



Harry Freitas
Deputy Director
Department of Public Works

ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID

Signature

Date

ADDENDUM #1 CONTAINS A TOTAL OF 14 PAGES (INCLUDING 2 COVER SHEETS).

Project Manager: EDWARD LAO

Telephone: 408-501-0139

Internet Bid Line: <https://cpms.sanjoseca.gov/pub/BidHotline>

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

TERMINAL B APRON RECONSTRUCTION – PHASE 1

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works and the City Clerk of the City, and which are made a part hereof.

WORK TO BE DONE. This Project includes the furnishing of all labor, materials, tools, equipment, and incidentals for the Norman Y. Mineta San Jose International Airport Terminal B Apron Reconstruction project together with all appurtenant work and facilities, as shown on the Plans and as specified herein. The work generally consists of the following:

- 1) Remove existing asphalt and Portland cement concrete pavement.
- 2) Remove miscellaneous drainage structures.
- 3) Excavate as necessary for new Portland Cement Concrete Pavement
- 4) Install new Portland Cement Concrete Pavement.
- 5) Install new storm drainage pipe.
- 6) Apply pavement markings
- 7) Relocate passenger loading walkways as needed to accommodate construction

PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 AM on May 1, 2009. The location of the conference is 1732 North First Street, 4th Floor Large Conference Room, San Jose, California. Attendance at the pre-bid conference is not mandatory.

PLANS AND SPECIFICATIONS

Plans and Specifications may be purchased via the Internet at www.sjblue.com (PLANWELL Icon) or by calling San José Blue at (408) 295-5770. There will be a non-refundable charge of One Hundred Fifty Dollars (\$150) per set. Checks are to be made to San José Blue. Plans, Specifications and Plan Holder's list may be viewed at the same Internet site.

Bidders requesting that sets be mailed to them will be charged the full cost of shipping. Additional full or partial sets can be purchased for the full cost of reproduction from the location listed above. Addenda, if any, will be provided free of charge to all registered plan holders.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

FILING OF BIDS

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara St., Wing, 2nd Fl., San Jose, CA 95113, on or before 3:00 p.m. Thursday, May 7, 2009 as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all add alternates. Checks shall be made payable to the order of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification A to bid this project.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's

Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

CITY OF SAN JOSE BUSINESS LICENSE

The successful bidder will be required to obtain a City of San Jose business license prior to execution of Contract Documents. Information regarding business licenses is available through the following sources(s):

City of San Jose - Finance Department
Treasury Division - Business Tax and Permits
801 North First Street
Room 217, 2nd Floor, City Hall
San Jose CA 95110
(408) 277-4985
www.csjfinancing.org
www.csjfinance.org/buslic/forms/giball.htm

PROJECT LABOR AGREEMENT

Bidder's attention is called to the fact that a condition of this Contract is that the Contractor agree to be bound by the San Jose International Airport Labor Agreement, a copy of which is attached to the Project Specifications.

By order of the Council of the City of San Jose.

DATED: _____

CITY OF SAN JOSE
A Municipal Corporation of the State of California

By _____
CITY CLERK

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Employer") on the Norman Y. Mineta San José International Airport, Terminal B Apron Reconstruction Phase 1 of City of San José, California (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement for the City of San José, San José, California (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said agreement.
2. Certifies that it has no commitments or agreements, which would preclude its full and complete compliance with the terms and conditions of said agreement.
3. Agrees to secure from any Contractor (as defined in said Agreement), which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be Bound in form identical to this document.
4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Labor Agreement.

Dated: _____

(Print name of Company)
"Employer"

By: _____
(Title)

(Name of Prime Contractor or
Higher Level Subcontractor)

SPECIAL PROVISION NO.1

CITY OF SAN JOSE STANDARD SPECIFICATIONS MODIFICATIONS

FOR THE: **Terminal B Apron Reconstruction – Phase 1**

SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of San Jose Standard Specifications (July 1992) and the City of San Jose Standard Details (July 1992) insofar as the same may apply and in accordance with the following special provisions.

AMENDMENTS TO THE JULY 1992 STANDARD SPECIFICATIONS

Section 1 of the Standard Specifications (page 1-6) shall have the following paragraph added:

1-1.278 Partnering. - The development of team-based relationships between the Contractor and City in which: (1) trust and open communications are encouraged and expected from participants, (2) parties address and resolve issues and problems promptly and at the lowest possible level, (3) parties seek to develop solutions that are agreeable and meet the needs of everyone involved, (4) all parties have identified common goals for the partnerships and at the same time are aware of and respect each other's goals and values, and (5) parties seek input from each other in an effort to find better solutions for the problems and issues at hand, thus creating synergy in the relationship that fosters cooperation and improves the productivity of the partnership. The term is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

Section 2-1.095 of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

2-1.095 Relief of Bidders. - After the time set for the opening of bids, no bidder shall be relieved of a bid; unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San Jose, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five business days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.

- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

Section 2-1.10 of the Standard Specifications shall be revised to read as follows:

2-1.10 Disqualification of Bidders. – The City may disqualify a bidder and reject the bidder's bid for any one or more of the following causes:

1. The bidder is barred from bidding on City projects under the provisions of Chapter 4.10 of the San Jose Municipal Code.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received; all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for the City or any other public entity judged from the standpoint of workmanship and/or progress.
6. Incomplete work on any Public Works project for the City or any other public entity which, in the judgment of the City, might hinder or prevent the bidder from promptly completing additional work if awarded.
7. Being in arrears on any existing Public Works contract for the City or any other public entity, in litigation with the City, or having defaulted on a previous contract with any public entity.
8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
10. The bidder has engaged in any activity constituting grounds for debarment under the provisions of Section 4.10.355 of the San Jose

Municipal Code.

11. Any other ground which the Engineer determines would significantly impair the ability of the bidder to perform the proposed work. In making this determination, the Engineer may consider, without limitation, items such as any previous or current prevailing wage violations by the bidder, the number of stop notices on previous public works projects performed by the bidder, and the existence of past or current agreements with other public entities to not bid on public works projects.

Section 3-1.01 Award of Contract of the Standard Specifications (page 3-1) shall be revised as follows:

3-1.01 Award of Contract - The City will compare all proposals on the basis of the Engineer's Estimate of the quantities of work to be done.

The City, in its sole discretion, reserves the right to reject any or all proposals. If the City awards the contract, the award will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. If two (2) or more bids are the same and the lowest, the City may accept either bid it chooses in its sole discretion.

Depending upon the circumstances, the rejection of any or all proposals, or the award of a proposal, may be done by either the City Council or the Director of Public Works.

3-1.01A Timing of Award - If the City awards the contract, it will award the contract no earlier than five (5) business days after the opening of the proposals and no later than ninety (90) calendar days after the opening of the proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within 105 calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within 120 calendar days after the opening of the proposals. The Department of Public Works may proceed in like manner until the Director either finds a responsible and responsive bidder willing to be awarded the contract or determines that it is not in the best interest of the City to proceed further.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Director and the bidder concerned.

3-1.01B Notice of Intended Award - If the City intends to award a contract, the City will provide each bidder by hand delivery, fax or e-mail with a written notice indicating to which bidder it intends to award the contract. The City also will post this notice on the Public Works Bid Hotline, along with results of the bid.

3-1.01C Protest of Bid Award - A bidder may protest the City's proposed award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the

address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth business day following the day upon which the City issued the notice described in Section 3-1.01B.

The procedure and time limits set forth in this section 3-1.01C are mandatory and the bidders' sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

3-1.01D Add Alternate of the Standard Specifications (page 3-1) shall have the following paragraph added:

"If there are Add Alternates, the low bid will be determined by adding each of the Add Alternate Bids to the Base Bid in ascending numerical sequence, until a total is reached to which no further Add Alternate Bids may be added without exceeding \$ _____. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of Add Alternates, or (2) offers an equal number of Add Alternates for the lowest price. If the addition of the first Add Alternate Bid to the Base Bid results in a figure greater than the above-stated dollar amount in the case of every responsive bidder, the low bid will be determined by the Base Bid alone. Once the low bidder has been identified in the preceding manner, the City may elect to award the Base Bid item alone or any or all Add Alternate items in any sequence to that low bidder, even if the resulting contract amount no longer represents the lowest total price for the particular items chosen."

Section 4-1.03E of the Standard Specifications (page 4-5) shall be revised to read as follows:

4-1.03E Revocable Contract Items. - Items noted as "Revocable" in the Proposal may be deleted entirely or in part or added to at the sole discretion of the City. The provisions of Section 4-1.03B, "Increased or Decreased Quantities", shall not apply to entire or partial deletion of or addition to Revocable items.

Section 5 of the Standard Specifications (page 5-12) shall have the following paragraphs added:

5-1.17 Partnering. - The City and Contractor will use good faith efforts to promote the formation of a successful Partnering relationship in order to effectively complete the Contract to the benefit of both parties. The purpose of this relationship is to establish and maintain cooperative communication and to mutually resolve conflicts at the lowest responsible management level. The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the Contract.

The City and Contractor will engage in either Formal Partnering or Informal Partnering, depending upon the size of the project.

5-1.17A Formal Partnering. - In Formal Partnering the City and the Contractor implement the Partnering relationship through at least one pre-construction partnering workshop conducted by an independent facilitator. The purpose of the initial pre-construction workshop is to mutually develop a strategy for forming a successful partnering relationship. The City and Contractor may participate in additional facilitated workshops during the life of

the project as they mutually agree is necessary and appropriate.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$10 million or more, the City and Contractor shall participate in Formal Partnering.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million dollars, the Contractor may elect to require the parties to participate in Formal Partnering. The Contractor shall elect Formal Partnering by submitting a request in writing to the Engineer after approval of the Contract.

The scheduling of a partnering workshop, selection of the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both parties. The parties shall use good faith efforts to schedule the initial, pre-construction partnering workshop and to select the facilitator for the workshop as soon as reasonably possible following award of the Contract where Formal Partnering is mandatory or as soon as reasonably possible following a Contractor's election to require Formal Partnering for all other projects.

The costs of Formal Partnering involved in providing the pre-construction partnering workshop, any subsequent, additional partnering workshops, and the facilitator for the partnering workshops shall be borne equally by the City and Contractor. These costs may be provided elsewhere in this Contract either as an allowance item or a specific bid item. If not, then the Engineer may issue a change order in the amount of one-half of the estimated cost of the facilitator and the partnering workshops.

The division of cost for the facilitator and partnering workshops will be made by determining the cost in conformance with the provisions in Section 9-1.03B, "Work Performed By Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that costs, except no markups will be allowed.

All other costs associated with Formal Partnering will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.17B Informal Partnering. In Informal Partnering the City and the Contractor will implement the Partnering relationship through partnering discussions that are not conducted by an independent facilitator. The City and Contractor may participate in additional unfacilitated partnering meetings during the life of the project as they mutually agree is necessary and appropriate.

The City and Contractor will engage in informal partnering as follows: (1) on all projects in which the Engineer's estimate for the entire project prior to advertising for bids is below \$1 million, and (2) on all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million and the Contractor has not elected Formal Partnering.

Section 7-1.01A (4) of the Standard Specifications (page 7-5) shall be revised to read as follows:

7-1.01A (4) Labor Nondiscrimination. - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

Section 7-1.04 Permits and Licenses of the Standard Specifications (page 7-14) shall have the following paragraph added:

“The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any permit or license issued.”

Section 7-1.22 Provisions of Law and Venue of the Standard Specifications (page 7-30) shall have the following paragraph added:

“All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San Jose.”

Section 8-1.06B of the Standard Specifications (page 8-4) shall be added as follows:

8-1.06B Annual Holiday Closure. - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City’s annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Working days will not be assessed during this suspension of work.

Section 9-1.04A of the Standard Specifications (page 9-11) shall be added as follows:

POTENTIAL ACCELERATION

The Contractor’s acceleration of the Work in order to finish and complete the Work on or before the Time of Completion set forth in the special provisions potentially impacts the City’s administration of the project. Accordingly, the Contractor shall not accelerate the Work unless the Contractor gives the Engineer written notice of the acceleration at least fourteen (14) days before the date that Contractor intends to commence acceleration of the Work.

The written notice of acceleration shall include a detailed description of the acceleration operations, any and all cost impacts to the City, staffing and shift changes, and a draft schedule that reflects the proposed acceleration of the Work.

The Contractor is not entitled to additional compensation for acceleration of the Work unless each of the following conditions exists: (1) the need for such acceleration must arise from an act, or failure to act, by the Engineer, including the failure or refusal to issue a change order, and (2) the Contractor must have included in the notice of acceleration a written request for additional compensation and the reasons for which the Contractor believes additional compensation will or may be due.

It is the intention of this Section 9-1.04A that any efforts by Contractor to accelerate the Work be brought to the attention of the Engineer at the earliest time before the date that Contractor intends to accelerate the Work in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that the Contractor shall have no right to additional compensation for any acceleration of the Work for which no written notice of acceleration as herein required was filed.

Section 9-1.07C of the Standard Specifications (page 9-18) shall be added as follows:

9-1.07C Claims Certification. - All claims submitted by the contractor shall include the following personal certification:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES."

By: _____
Title

END OF AMENDMENTS

BEGINNING OF WORK AND TIME OF COMPLETION

Attention is directed to SP-2 Phasing Schedule and Liquidated Damages of these Special Provisions for Beginning of Work and Time of Completion requirements.

LIQUIDATED DAMAGES

Attention is directed to SP-2 Phasing Schedule and Liquidated Damages of these specifications for Liquidated Damages requirements.

EQUALITY ASSURANCE

The Contractor shall comply with the Nondiscrimination / Nonpreferential Treatment requirements set forth in Attachment 1 and Attachment 3 pursuant to Chapter 4.08 of the City of San Jose Municipal Code. The Contractor shall comply with the Prevailing Wage requirements set forth in Attachment 5. Attachment 1, Attachment 3, and Attachment 5 are attached and are a part of these special provisions.

INSURANCE REQUIREMENTS

Attention is directed to Attachment #4, "Insurance Requirements", of this special provision SP-1.

PROJECT LABOR AGREEMENT

Attention is directed to Attachment 6, "San Jose International Airport Master Plan Project Labor Agreement", and the requirements of the Contractor to be bound by its terms.